

Annual Contract Competitive Proposal Request		CITY OF BATON ROUGE PARISH OF EAST BATON ROUGE PURCHASING DIVISION		RESPONSES MUST BE RECEIVED BY: May 28, 2021 11:00 AM CST	
TITLE: A20-91873-SUPP Landscape Maintenance of City Parish Owned Lots and FEMA Properties			RETURN BID TO: PURCHASING DIVISION		
FILE NO: 21-91873			Mailing Address: PO Box 1471 Baton Rouge, LA 70821		
AD DATES: 05/12/21 & 05/19/21			Physical Address: 222 St. Louis Street 8 th Floor – Room 826 Baton Rouge, LA 70802		
SHIP TO ADDRESS: City of Baton Rouge / Parish of East Baton Rouge Department of Maintenance			Contact Regarding Inquiries: Purchasing Analyst : Dexter Stewart Telephone Number: 225-389-3259 x 309 Email: dsstewart@brla.gov		
VENDOR NAME			MAILING ADDRESS		
REMIT TO ADDRESS			CITY, STATE, ZIP		
TELEPHONE NO.		FAX NO.		E-MAIL	
FEDERAL TAX ID OR SOCIAL SECURITY NUMBER			TITLE		
AUTHORIZED SIGNATURE			PRINTED NAME		
<p>QUESTIONS TO BE COMPLETED BY VENDOR:</p> <p>1. _____ STATE DELIVERY DAYS MAXIMUM AFTER RECEIPT OF ORDER.</p> <p>2. _____ % discount for payment made within 30 days. Discount for payment made in less than 30 days, or less than 1%, or applicable to an indefinite quantity contract will be accepted but not an award consideration.</p> <p>3. _____ STATE ENUMERATED ADDENDA RECEIVED (IF ANY)</p>					

F.O.B.: DESTINATION - PAYMENT TERMS: NET 30

ALL BLANKS ON THIS PAGE SHOULD BE COMPLETED TO AVOID REJECTION OF BID

The signature on this document certifies that proposer has carefully examined the instructions to bidders, terms and specifications applicable to, and made a part of this solicitation. By submission of this document, proposer further certifies that the prices shown are in full compliance with the conditions, terms and specifications of this solicitation.

No alterations, changes or additions are allowed on this solicitation, and no additional information, clarifications or other documents are to be included unless specifically required by the specification. Any errors in extensions of prices will be resolved in favor of unit prices submitted.

If services are to be performed in East Baton Rouge City-Parish, evidence of a current occupational license and/or permit issued by the City-Parish shall be supplied by the successful vendor, if applicable.

INSTRUCTIONS TO BIDDERS/TERMS & CONDITIONS FOR ANNUAL CONTRACTS

Bidders are urged to promptly review the requirements of these specification, terms and conditions and submit questions for resolution as early as possible during the bid period. Questions or concerns must be submitted in writing to the purchasing division during the bid period. Otherwise, this will be construed as acceptance by the bidders that the intent of the specifications, terms and conditions are clear and that competitive bids may be obtained as specified herein. Protests with regard to the specification, terms and conditions documents will not be considered after bids are opened.

1. Read the entire bid, including all terms and conditions and specifications.
2. This proposal is to establish firm prices for materials supplies and services for the contract period shown. Delivery shall be made or services provided as needed throughout the contract period, or as required by the specification. Quantities, if shown, are estimated only. Smaller or larger quantities may be purchased based upon the needs of the City-Parish. There is no guaranteed minimum quantity.
3. The contract shall be firm through the period indicated on the cover sheet. Upon agreement of both the contractor and the City - Parish, the contract may be extended a second or a third year or other shortened specified time periods. Extension of the contract into the second or third time periods shall be made by letter on or before the expiration of the contract. Extension is only possible if all prices and conditions remain the same.
4. Proposals are mailed only as a courtesy. The City - Parish does not assume responsibility for failure of bidders to receive proposals. Bidders should rely only on advertisements in the local newspaper, and should personally pick up proposals and specifications. Full information may be obtained, or any questions answered, by contacting the Purchasing Division, 222 Saint Louis Street, 8th Floor, Room 826, Baton Rouge, LA 70802 or by calling (225) 389-3259.
5. The contract title, bidder's name, address and bid opening date should be clearly printed or typed on the outside of the bid envelope. Only one bid will be accepted from each bidder for the same job. Alternates will not be accepted unless specifically requested in the proposal. Submission of more than one bid or alternates not requested may be grounds for rejection of all bids by the bidder.
6. The method of delivery of bids is the responsibility of the bidder. All bids must be received by the Purchasing Division, 222 Saint Louis Street, 8th Floor, Room 826, Baton Rouge, LA 70802 on or before the specified bid opening date and time. Late bids will not be considered under any circumstances. **NO FAXED OR EMAIL BIDS WILL BE ACCEPTED.**
7. Failure to deliver within the time specified in the bid will constitute a default and may cause cancellation of the contract. Where the city has determined the contractor to be in default, the city reserves right to purchase any or all products or services covered by the contract on the open market and to charge the contractor with cost in excess of the contract price. Until such assessed charges have been paid, no subsequent bid from the defaulting contractor will be considered.
8. Except for bids submitted through the www.bidexpress.com on-line bidding site, bids shall be accepted only on proposal forms furnished by the City of Baton Rouge and Parish of East Baton Rouge Purchasing Division. The City-Parish will only accept bids from those bidders in whose names the proposal forms and/or specifications were issued. Altered or incomplete proposals, or the use of substitute forms or documents, shall render the bid non-responsive and subject to rejection. The entire proposal package, including the specifications and copies of any addenda issued shall be submitted to the Purchasing Division as the bid.
9. All proposals must be typed or written in ink. Any erasures, strikeover and/or changes to prices should be initialed by the bidder. Failure to initial may be cause for rejection of the bid as non-responsive.

10. All proposals must be manually signed by a properly authorized party. Failure to do so shall cause the bid to be rejected as non-responsive.
11. Where one or more vendor's exact products or typical workmanship is designated as the level of quality desired or equivalent, the Purchasing Division reserves the right to determine the acceptability of any equivalent offered.
12. If bidding other than specified, sufficient information should be enclosed with the bid in order to determine quality, suitability, and compliance with the specifications. Failure to comply with this request may eliminate your bid from consideration. If requested, literature and/or specifications must be submitted within seven (7) days.
13. Written addenda issued prior to bid opening which modifies the proposal shall become a part of the proposal for bid, and shall be incorporated within the purchase order and/or contract. Only a written interpretation or correction by Addendum shall be binding. Bidders shall not rely upon any interpretation or correction given by any other method.
14. For Printing solicitations, artwork, dies and/or molds shall become the property of the City - Parish Government and must be returned to the Purchasing Division, 222 Saint Louis Street, 8th Floor, Room 826, Baton Rouge, LA 70802, upon completion of the order.
15. All applicable chemicals, herbicides, pesticides and hazardous materials must be registered for sale in Louisiana by the Department of Agriculture, State of Louisiana, registered with the EPA and must meet all requirements of Louisiana State Laws. Bidders must submit product label, material safety data sheet and EPA registry number with bid. This information will be required on any subsequent deliveries if there is a change in chemical content or a different product is being supplied. Failure to submit this data may be cause for the bid to be rejected or the contract canceled.
16. Delivery of items must be made on time to City - Parish final destinations within East Baton Rouge Parish. All freight charges shall be prepaid by vendor.
17. The City - Parish reserves the right to award items separately, grouped or on an all-or-none basis and to reject any or all bids and waive any informalities.
18. The State of Louisiana Code of Governmental Ethics places restrictions on awarding contracts or purchase orders to persons who are employed by any agency of the City - Parish Government, or any business of which he or his spouse has more than a twenty-five percent (25%) interest. The Code also prescribes other restrictions against conflict of interest and establishes guidelines to assure that appropriate ethical standards are followed. If any question exists regarding potential violation of the Code of Ethics, bidders should contact the Purchasing Division prior to submission of the bid. Any violation of the Code of Ethics shall be grounds for disqualification of bid or cancellation of contract.
19. All Prices bid shall remain in effect for a period of at least sixty (60) days. City - Parish purchases are exempt from state and local taxes.
20. The City - Parish reserves the right to terminate this contract prior to the end of the contract period on twenty-four (24) hours written notice for unsatisfactory performance. Termination under this paragraph shall not relieve either party of any obligation or liability that may have occurred prior to the effective date of termination.
21. In accordance with Louisiana Revised Statutes, a preference may be allowed for equivalent products produced, manufactured or grown in Louisiana and/or firms doing business in the State of Louisiana. Do you claim this preference if allowed?

YES____NO____. If this preference is claimed, attach substantiating information to the proposal to show the basis for the claim.
22. Right To Audit Clause: The Contractor shall permit the authorized representative of the City-Parish to periodically inspect and audit all data and records of the Contractor relating to his performance under this contract.

23. In accordance with the provisions of LA. R.S. 38:2212.9, in awarding contracts after August 15, 2010, any public entity is authorized to reject the lowest bid from, or not award the contract to, a business in which any individual with an ownership interest of five percent or more has been convicted of, or has entered a plea of guilty or ***Nolo Contendere*** to any state felony crime or equivalent federal felony crime committed in the solicitation or execution of a contract or bid awarded under the laws governing public contracts under the provisions of Chapter 10 of this Title, professional, personal, consulting, and social services procurement under the provisions of Chapter 16 of Title 39 of the Louisiana Revised Statutes of 1950, or the Louisiana Procurement Code under the provisions of Chapter 17 of Title 39 of the Louisiana Revised Statutes of 1950.
24. In accordance with Louisiana Law (R.S. 12:262.1 and 12:1308.2), all corporations and limited liability companies must be in good standing with the Louisiana Secretary of State at the time of execution of the contract.
25. Terms and Conditions: This solicitation contains all terms and conditions with respect to the purchase of the goods and/or services specified herein. Submittal of any contrary terms and conditions may cause your bid to be rejected. By signing and submitting a bid, vendor agrees that contrary terms and conditions which may be included in their bid are nullified; and agrees that this contract shall be construed in accordance with this solicitation and governed by the laws of the State of Louisiana as required by Louisiana Law.
26. Certification of no suspension or debarment. By signing and submitting any bid for \$25,000 or more, the bidder certifies that their company, any subcontractors, or principals are not suspended or debarred by the general services administration (GSA) in "Audit Requirements In subpart F of the Office of Management and Budget's uniform administrative requirements, cost principles, and audit requirements for federal awards" (Formerly OMB circular a-133).
- A list of parties who have been suspended or debarred can be viewed via the internet at <http://www.sam.gov>.
27. Bid prices shall include delivery of all items F.O.B. destination or as otherwise provided. Bids containing "Payment in Advance" or "C.O.D. requirements may be rejected. Payment is to be made within 30 days after receipt of properly executed invoice or delivery, whichever is later.
28. Bidders may attend the bid opening, but no information or opinions concerning the ultimate contract award will be given at the bid opening or during the evaluation process. Bids may be examined within 72 hours after bid opening. Information pertaining to completed files may be secured by visiting the Purchasing Division during normal working hours. Written bid tabulations may be accessed at: <http://city.brla.gov/dept/purchase/bidresults.asp>.
29. Contractor agrees, upon receipt of written notice of a claim of a claim or action, to defend the claim or action, or take other appropriate measure, to indemnify, and hold harmless, the city, its agents and employees from and against all claims and actions for bodily injury, death or property damages caused by fault of the contractor, its officers, its agents, or its employees. Contractor is obligated to indemnify only to the extent of the fault of the contractor, its officers, its agents, or its employees, however the contractor shall have no obligation as set forth with respect to any claim or action from bodily injury, death or property damages arising out of the fault of the City, its officers, its agents, or its employees.
30. Vendors submitting signed bids agree to EEOC compliance and certify that they agree to adhere to the mandates dictated by Title VI and VII of the Civil Right Act of 1964, as amended by the Equal Opportunity Act of 1972, Federal Executive Order 11246, the Federal Rehabilitation Act of 1973, as amended, the Vietnam Era Veteran's Readjustment Assistance Act of 1974, Title IX of the Education Amendments of 1972, the Age Act of 1975, and agrees to abide by the requirements of the Americans with Disabilities Act of 1990.

Bidders must agree to keep informed of and comply with all federal, state and local laws, ordinances and regulations which affect their employees or prospective employees.

31. The City of Baton Rouge, Parish of East Baton Rouge launched a new Enterprise Resource Planning (ERP) system, Vendor Self Service (VSS) via Munis. VSS replaced the legacy vendor database and will be used by all departments and agencies citywide.

Vendor Self-Service (VSS) enables vendors to register and maintain information about their organization for the purpose of doing business with City-Parish and receive notifications of business opportunities. The City-Parish procurement activities are subject to the State of Louisiana Public Bid Law, local city-parish ordinances as well as applicable federal statutes as directed by grant providers. Vendors must be registered to receive bid notifications.

New vendors or existing vendors who need to create a VSS account can do so clicking the Registration link at <http://brla.gov/vss>. Vendors are encouraged to review the step by step <https://www.brla.gov/DocumentCenter/View/4899/Vendor-Self-Service-Registration-Guide-PDF> before beginning the registration process which may be assessed at <https://www.brla.gov/DocumentCenter/View/4899/Vendor-Self-Service-Registration-Guide-PDFide>.

Additional information regarding how to do business with EBR City-Parish is available at: <https://www.brla.gov/DocumentCenter/View/678>.

We also post our scheduled bid openings, as well as unofficial bid tabulations after the bids have opened at <http://city.brla.gov/dept/purchase/bids.asp>.

Note: Commodity codes are required for setting up your profile. These numbers tell us what commodities and services that you can provide. When agencies request products or services, our buyers pull directly from these numbers to send out solicitations, bids, and quotes. The first 3 numbers are the class numbers; the subclasses are two digit numbers that better describe the commodity or service. For questions regarding commodity codes, please contact purchasing at (225) 389-3259 Ext 0.

Important! - A W-9 Form is required in order to do business with City-Parish. Part of the online enrollment process requires you to upload a completed W-9 form. Please have the completed form in an electronic format so that you can submit it as part of the registration process. The W-9 form can be downloaded from the IRS website. We have created step by step directions on how to properly complete the W-9 Form.

FEDERAL CLAUSES, IF APPLICABLE.

I. Remedies for Breach

Bidder acknowledges that contracts in excess of the simplified purchase threshold (\$150,000.00) shall contain provisions allowing for administrative, contractual, or legal remedies for contractor breaches of the contract terms, and shall provide for such remedial actions as appropriate.

II. Termination and Settlement

Bidder acknowledges that contracts in excess of \$10,000.00 shall contain termination provisions including the manner in which termination shall be effected and the basis for settlement. In addition, such provisions shall describe conditions for termination due to fault and for termination due to circumstances outside of the contractors' control.

III. Access to Records

Bidder acknowledges that all contracts (except those for less than the small purchase threshold) shall include provisions authorizing the recipient, US Funding Agency, the Comptroller General, or any of their duly authorized representatives access to all books, documents, papers, and records of the contractor which are directly pertinent to a specific program for the purpose of making audits, examinations, excerpts, and transcriptions.

IV. Equal Employment Opportunity

Bidder acknowledges that all contracts shall contain provisions requiring compliance with E.O. 11246, "Equal Employment Opportunity," as amended by E.O. 11375, "Amending Executive Order 11236 Relating to Equal Employment Opportunity," and as supplemented by regulations at 41 CFR part 60, "Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Dept. of Labor.

V. Copeland "Anti-Kickback" Act

Bidder acknowledges that all construction/repair contracts and sub-grants in excess of \$2,000 shall include provisions requiring compliance with the Copeland "Anti-kickback" Act (18 U.S.C. §3141-3148), which provides that each contractor or sub-recipient shall be prohibited from inducing any person employed in the construction, completion, or repair of public work, to give up any part of the entitled.

VI. Davis-Bacon Act

Bidder acknowledges that all construction contracts in excess of \$2,000 shall include a provision for compliance with the Davis-Bacon Act, which requires contractors to pay laborers and mechanics wages at a rate not less than the minimum wages specified in a wage determination made by the Secretary of Labor. Additionally, contractors shall be required to pay wages not less than once a week.

VII. Contract Work Hours and Safety Standards Act

Bidder acknowledges that all construction contracts in excess of \$2,000, and all other contracts involving the employment of mechanics or laborers in excess of \$2,500 shall include provisions for compliance with sections 102 and 107 of the Contract Work Hours and Safety Standards Act, which requires each contractor to compute the wages of every mechanic and laborer on the basis of a standard work week of 40 hours. Work in excess of the standard work week is permissible provided that the worker is compensated at a rate of not less than one and one-half times the basic rate of pay for all hours worked in excess of 40 hours. Section 107 is applicable to construction work and provides that no laborer or mechanic shall be required to work in surroundings or under working conditions that are unsanitary, hazardous, or dangerous.

VIII. Rights to Inventions Made Under a Contract or Agreement

Bidder acknowledges that contracts for the performance of experimental, developmental, or research work shall include provisions providing for the rights of the Federal Government and the recipient in any resulting invention in accordance with 37 CFR part 401, "Rights to Inventions Made by Nonprofit Organizations and the Small Business Firms under Governments Grants, Contracts, and Cooperative Agreements"

IX. Clean Air Act

Bidder acknowledges that the Clean Air Act (CAA) is the comprehensive federal law regulating air emissions from stationary and mobile sources. Among other things, this law authorizes EPA to establish National Ambient Air Quality Standards (NAAQS) to protect public health and public welfare and to regulate emissions of hazardous air pollutants

X. Clean Water Act.

The contractor hereby agrees to adhere to the provisions which require compliance with all applicable Standards, orders, or requirements issued under section 508 of the clean water act which prohibits the use under non-exempt Federal contracts, grants or loans of facilities included on the EPA list of violating facilities

XI. Energy policy and conservation act

The contractor hereby recognizes the mandatory standards and policies relating to energy Efficiency which is contained in the state energy conservation plan issued in compliance with the energy policy and Conservation act (P.L. 94-163).

Bidders must agree to keep informed of and comply with all federal, state and local laws, ordinances and regulations which affect their employees or prospective employees.

REQUIREMENTS FOR THIS BID

- All applicable chemicals, herbicides, pesticides and hazardous materials must be registered for sale in Louisiana by the Department of Agriculture, State of Louisiana, registered with the EPA and must meet all requirements of Louisiana State Laws. **Bidders must submit product label, material safety data sheet and EPA registry number with bid.** This information will be required on any subsequent deliveries if there is a change in chemical content or a different product is being supplied. Failure to submit this data may be cause for the contract to be canceled.
- Contractor, and any sub-contractor, shall comply with all applicable laws, obtain all permits and possess all licenses required in connection with work hereunder.
- Contractor shall indemnify City-Parish against any and all liens for which City-Parish owned property may become liable as a result of Contractors work hereunder.
- Before issuance of final payment, the Contractor may be required to submit evidence satisfactory to the City-Parish that all payrolls, material bills, and other indebtedness connected with the work have been paid or otherwise satisfied.
- All material and workmanship, as applicable, shall be guaranteed for a minimum of one (1) year, unless provided otherwise by the specification or proposal form. Such guarantee shall include all labor and materials needed to replace any defective workmanship or materials within the guarantee period.
- The City-Parish reserves the right to add or delete a location. In the event a bid location is deleted from the contract, monthly billing will be pro-rated accordingly.
- Before this contract is acceptable and complete, successful bidder shall clean up and remove from the premise all debris resulting from his work, and shall see to it that all the items furnished are left in good order, clean and properly installed.
- Bids: unless otherwise specified, a lump sum bid is requested for the work in the specifications.
- Permits, Licenses, Laws and Taxes: The contractor shall furnish all necessary permits, licenses, and certificates and comply with all laws or ordinances applicable to the locality of the building site and the State of Louisiana.
- The City-Parish, its officers, employees and agents, shall not be responsible for the negligent acts and omissions of the Contractor or the Contractor's officers, employees or agents or subcontractors, nor shall the Contractor or the Contractor's officers, employees or agents be responsible for the negligent acts or omissions of the City-Parish, its officers, employees and agents. Accordingly, Contractor shall indemnify and save City-Parish, its officers, employees and agents, harmless from any and all claims, suits and actions of any character, name or description brought for or on account of any injury or damage to any person or property arising out of the work performed by the Contractor, or Contractor's officers, employees, agents or subcontractors.
- Contractor shall furnish insurance as required on the attached sheet.
- The State of Louisiana requires certification to purchase and apply any Restricted Use Pesticide, and certification and a license are required to apply any pesticide for a fee. Each lawn care/landscape/plant maintenance company that applies any pesticide is required to possess a current Ground Owner Operator License and employ at least one Commercial Pesticide Applicator with certification in Category 3 (Ornamental and Turf Pest Control). Additional employees may apply pesticides under the supervision of one or more certified Commercial Pesticide Applicators. Bidder should include a copy of certification and licenses with bid.

ADDITIONAL REQUIREMENTS FOR THIS BID

- The City-Parish, its officers, employees and agents, shall not be responsible for the negligent acts and omissions of the Contractor or the Contractor's officers, employees, agents or subcontractors, nor shall the Contractor or the Contractor's officers, employees or agents be responsible for the negligent acts or omissions of the City - Parish, its officers, employees and agents. Accordingly, Contractor shall indemnify and save City - Parish, its officers, employees and agents, harmless from any and all claims, suits and actions of any character, name or description brought for or on account of any injury or damage to any person or property arising out of the work performed by the Contractor and resulting from the negligence, commission or omission of any act by the Contractor, or Contractor's officers, employees, agents or subcontractors.
- If work is to be performed on site, contractor shall furnish proof of insurance as required in specifications.
- Payment terms for services will be **Net 30** days based on the monthly invoice. Agencies will be invoiced monthly in arrears by the contractor. Advanced payments shall not be made.
- The City-Parish reserves the right to cancel this contract with thirty (30) days written notice.
- **Termination for Cause:** The City-Parish may terminate this Contract for default by giving the contractor written notice thereof, specifying with particularity each such default. After the first such notice of default, Contractor shall have ten (10) days after receipt of notice to cure or take reasonable steps to cure the default. If the contractor fails to cure or take reasonable steps to cure the default within such ten-day period, the City-Parish may declare this Contract, as appropriate, terminated. In the event of a second notice of default, whether for the same or a different infraction of contractual obligations, the contractor will be given five (5) days to cure the default. If a third notice of default should become necessary, the contract may be terminated upon notification of said default.
- **Termination for Convenience:** The City-Parish may terminate this Agreement at any time by giving thirty (30) days written notice.
- **Termination for Non-Appropriation Clause:** Should the Invitation to Bid result in a multi-year contract, a non-appropriation clause shall be made a part of the contract terms as required by state statutes, allowing the City-Parish to terminate the contract for lack of appropriated funds on the date of the beginning of the first fiscal year for which funds are not appropriated.
- **Cybersecurity Training Requirement:** Contractor, including all principals, sub-contractors and employees who require access to City-Parish information technology assets, shall complete the cybersecurity training required by La. R.S. 42:1267 and furnish the City Parish proof of said completion prior to being granted access to said assets.
- **Request for Proof of Licenses, Insurance, or any other Documentation:** Proof of vendor/employee(s) certification or any other documentation must be provided, upon request. Vendor must provide said documentation to the Purchasing Division within seven (7) days of request. Failure to timely provide requested documentation shall cause the vendor's bid to be deemed non-responsive.

- **Force Majeure:** In case by reason of force majeure either party hereto shall be rendered unable wholly or in part to carry out its obligations under this Agreement, then except as otherwise expressly provided in this Agreement, if such party shall give notice and full particulars of such force majeure in writing to the other party within a reasonable time after occurrence of the event or cause relied on, the obligations of the party giving such notice (other than the obligations of the Agency to make the payments required under the terms hereof, or to comply with the terms, conditions and requirements of this contract hereof), as far as they are affected by such force majeure, shall be suspended during the continuance of the inability then claimed which shall include a reasonable time for the removal of the effect thereof, but for no longer period, and such party shall endeavor to remove or overcome such inability with all reasonable dispatch. The term "force majeure," as employed herein, shall mean acts of God, strikes, lockouts or other industrial disturbances, acts of the public enemy, orders of any kind of the Government of the United States or of the State or any civil or military authority, insurrections, riots, epidemics, landslides, lightning, earthquakes, fires, hurricanes, storms, floods, washouts, droughts, arrest, restraining of government and people, civil disturbances, explosions, partial or entire failure of utilities, shortages of labor, material, supplies or transportation, or any other similar or different cause not reasonably within the control of the party claiming such inability. It is understood and agreed that the settlement of existing or impending strikes, lockouts, or other industrial disturbances shall be entirely within the discretion of the party having the difficulty and that the above requirements that any force majeure shall be reasonably beyond the control of the party and shall be remedied with all reasonable dispatch shall be deemed to be fulfilled even though such existing or impending strikes, lockouts, and other industrial disturbances may not be settled but could have been settled by acceding to the demands of the opposing person or persons.
- **Non-Performance:** If the Company fails to perform any of the other provisions of this contract, or so fails to make progress as to endanger the performance of this contract in accordance with its terms, and either of these two circumstances does not cure such failure within a period of ten (10) days (or such longer period as the city may authorize in writing), after receipt of notice from the City specifying such failure; or Continuing non-performance of the Proposer in terms of specifications shall be a basis for the termination of the contract by the City. The City shall not pay for work, equipment or supplies which are unsatisfactory. Vendors will be given a reasonable opportunity before termination to correct the deficiencies. This however, shall in no way be construed as negating the basis for termination for non-performance; or

In the event the City terminates this Contract in whole or in part, as above provided, the City may procure, upon such terms and in such manner as the City may deem appropriate, items purchased similar to those terminated, and the Company shall be liable for any excess costs for such similar items, provided that the Company shall continue the performance of this contract to the extent not terminated under the provisions of this paragraph.

LICENSE AND OTHER REQUIREMENTS FOR THIS BID

- Within the requirement of the scope of services for this bid, there are certain portions of the work that require a license by the contractor licensing board. These types of work include landscaping, such as mulching and pruning of shrubs, or removal of debris not attributed to grass cutting. **It has been determined that the scope of work identified result in eighty percent (80%) of work which does not require a license and twenty percent (20%) of work that requires a contractor license. If 20% of the total bid cost exceeds \$50,000 a contractor's license is required.** In determining whether your total bid cost will require the inclusion of a contractor's license, calculate the total bid cost and multiply by twenty percent (20%). If twenty-percent of the total bid cost exceed \$50,000 the vendor must possess a current Louisiana State Licensing Board for Contractors **LANDSCAPING, GRADING AND BEAUTIFICATION LICENSE**. A copy of the license should be submitted with the bid.
- If applicable, contractors must hold an active license issued by the Louisiana State Licensing Board for Contractors and must show their license number on the face of the bid envelope and shall comply with all provisions of State Licensing Law for Contractor, RS 37:2150-2163, as amended, for all public contracts. It shall also be **the** responsibility of the General Contractor to assure that all subcontractors comply with this law.
- All applicable chemicals, herbicides, pesticides and hazardous materials must be registered for sale in Louisiana by the Department of Agriculture, State of Louisiana, registered with the EPA and must meet all requirements of Louisiana State Laws. **Bidders should submit product label, material safety data sheet and EPA registry number with bid.** This information will be required on any subsequent deliveries if there is a change in chemical content or a different product is being supplied. Failure to submit this data may be cause for the contract to be canceled. **THE APPLICATION OF HERBICIDE IS REQUIRED FOR THIS BID.**
- The State of Louisiana requires certification to purchase and apply any Restricted Use Pesticide, and certification and a license is required to apply any pesticide for a fee. Each lawn care/landscape/plant maintenance company that applies any pesticide is required to possess a current Ground Owner Operator License and employ at least one Commercial Pesticide Applicator with certification in Category 3 (Ornamental and Turf Pest Control). Additional employees may apply pesticides under the supervision of one or more certified Commercial Pesticide Applicators. Bidders should include a copy of certification and licenses with the bid. Pesticide application is optional in this bid but if vendor wishes to apply pesticide, vendor must have an employee who is properly certified.
- In addition, the contractor must possess a Landscaping Horticulturist License from the Louisiana Horticultural Commission, Department of Agriculture and Forestry. The Landscaping Horticulturist License should be submitted with the bid. **THIS LICENSE IS REQUIRED FOR THIS BID.**

CONTRACTOR'S AND SUB CONTRACTOR'S INSURANCE

Contractor and any subcontractor shall carry and maintain at least the minimum insurance as specified below until completion and acceptance of the work. Contractor shall not commence work under this contract until certificates of insurance have been approved by the City-Parish Purchasing Division. Insurance companies listed on certificates must have industry rating of A-, Class VI or higher, according to Best's Key Rating Guide. Contractor is responsible for assuring that its subcontractors meet these insurance requirements.

- A. Commercial General Liability on an occurrence basis as follows:

General Aggregate	\$2,000,000
Products-Comp/Op Agg	\$ 1,000,000
Personal & Adv Injury\$	\$1,000,000
Each Occurrence	\$1,000,000
Fire Damage (Any one fire)	\$ 50,000
Med Exp	\$ 5,000
- B. Business Auto Policy

Any Auto, or Owned,	Combined Single Limit
Non-Owned & Mired	\$300,000
- C. Standard Workers Compensation - Full statutory liability for State of Louisiana with Employer's Liability Coverage.
- D. The City of Baton Rouge and Parish of East Baton Rouge must be named as additional insured on all general liability policies described above.
- E. Waiver of subrogation in favor of City of Baton Rouge and Parish of East Baton Rouge is required from Workers Compensation Insurer.
- F. Certificates must provide for thirty (30) days written notice to Certificate Holder prior to cancellation or change.
- G. The Certificate Holder should be shown as:

City of Baton Rouge and Parish of East Baton Rouge
Attn: Purchasing Division
Post Office Box 1471
Baton Rouge, Louisiana 70821

MANDATORY PRE-BID MEETING

Interested bidders must attend the Mandatory Pre-bid Meeting. Only those firms in attendance are eligible to receive an award on this project. The mandatory pre-bid meeting is scheduled for:

Date: May 20, 2021

Time: 9:00 a.m.

Place: Purchasing Department
222 St. Louis Street (Room 806)

Contact: Dexter Stewart
225-389-3259
dsstewart@brla.gov

INQUIRY PERIOD

An inquiry period is hereby firmly set for all interested bidders to perform a detailed review of the bid documents and to submit any written questions relative thereto. *Without exception*, all questions MUST be in writing and received by 5:00 pm on the Inquiry Deadline date of May 21, 2021. No inquiries shall not be entertained thereafter. Inquiries are to be directed as follows:

Hand Delivered or by Courier:

Dexter Stewart, Purchasing Analyst II
City-Parish Purchasing Department
222 St. Louis Street, Room 826
Baton Rouge, LA 70821

By email:

dsstewart@brla.gov

The City-Parish shall not and cannot permit an open-ended inquiry period, as this creates an unwarranted delay in the procurement cycle and operations of our departments. The City-Parish reasonably expects and requires *responsible and interested* proposers to conduct their in-depth proposal review and submit inquiries in a timely manner.

SCHEDULE OF BID ITEMS

Contractors may bid on any one or all of the Site Groups. To be considered for Site Group award, all items within a Site Group (see PRICE SHEET) must be quoted; Site Group will be awarded on the basis of low total for each Site Group.

ITEM NO.	DESCRIPTION	QUANTITY	SITE GROUP TOTAL	ANNUAL AMOUNT
0001	SITE GROUP 5 TOTAL (19 SITES)	1	\$_____	\$_____
0002	SITE GROUP 6 TOTAL (22 SITES)	1	\$_____	\$_____
0003	SITE GROUP 7 TOTAL (25 SITES)	1	\$_____	\$_____

PRICE SHEET

SITE GROUP 5

Lot location and additional information available at <https://city.brla.gov/gis/propertylookup.asp>

Contractors may bid on any one or all of the Site Groups. To be considered for Site Group award, all items within a Site Group must be quoted; Site Group will be awarded on the basis of low total for each Site Group. An item with a blank or N/A will not be considered and may cause bid to be deemed non-responsive. If intention is No Charge, please write "No Charge" in the Monthly Per Cut Price column. If intention is No Bid, please write "No Bid" in the Monthly Per Cut Price column. Annual Price = Monthly Price Per Cut x 12

STREET NO.	STREET NAME	LOT NUMBER/BLOCK (LN/LB) APPROXIMATE ACREAGE (AA)	SUBDIVISION	LOCATION	MONTHLY PRICE PER CUT	ANNUAL PRICE
10713	Amite River Road	Location: A certain tract, in section 37, T8S, R3E, Lying between the Amite River and the Amite River Rd., described as follows: commence on the E side of the Amite River Rd. at that point marked 6; run N 15 degrees 21' W 258.3 feet to P.O.B.; N 15 Degrees 21' W57 ft.; NE to a point on the Amite River, 120 ft. S 13 Degrees 55' E; S 13 Degrees 55' E; S 13 DEGS. 55' E 60 FT.; SW To The P.O.B. One Side of the Amite River Rd. (South ½ of Lot 120 A.E. Waltman Campsites). AA: 0.25	N/A		\$_____	\$_____
11140	Amite River Road	Location: A certain Lot in Sec. 37, T8S, R3E, Fronting 57.87 Ft. on the W Side of the Amite River Rd. AA: 0.23	N/A		\$_____	\$_____
11611	Alamo Street	LN/LB: 21 AA: 0.3	Cimmaron	Baton Rouge	\$_____	\$_____
11651	Alamo Street	LN/LB:17 AA: 0.28	Cimmaron	Baton Rouge	\$_____	\$_____
11702	Sage Avenue	LN/LB:22 AA: 0.3	Cimmaron	Baton Rouge	\$_____	\$_____
11703	Alamo Street	LN/LB: 16 AA: 0.29	Cimmaron	Baton Rouge	\$_____	\$_____
11714	Alamo Street	LN/LB: 54-A AA: 0.21	Cimmaron	Baton Rouge	\$_____	\$_____
11723	Alamo Street	LN/LB: 14 AA: 0.29	Cimmaron	Baton Rouge	\$_____	\$_____
11724	Alamo Street	LN/LB:54-B AA: 0.20	Cimmaron	Baton Rouge	\$_____	\$_____

PRICE SHEET

SITE GROUP 5 (continued)

Lot location and additional information available at <https://city.brla.gov/gis/propertylookup.asp>

Contractors may bid on any one or all of the Site Groups. To be considered for Site Group award, all items within a Site Group must be quoted; Site Group will be awarded on the basis of low total for each Site Group. An item with a blank or N/A will not be considered and may cause bid to be deemed non-responsive. If intention is No Charge, please write "No Charge" in the Monthly Per Cut Price column. If intention is No Bid, please write "No Bid" in the Monthly Per Cut Price column. Annual Price = Monthly Price Per Cut x 12

STREET NO.	STREET NAME	LOT NUMBER/BLOCK (LN/LB) APPROXIMATE ACREAGE (AA)	SUBDIVISION	LOCATION	MONTHLY PRICE PER CUT	ANNUAL PRICE
11741	Sage Avenue	LN/LB:51 AA: 0.22	Cimmaron	Baton Rouge	\$_____	\$_____
11751	Sage Avenue	LN/LB:50 AA: 0.22	Cimmaron	Baton Rouge	\$_____	\$_____
11761	Sage Avenue	LN/LB: 49 AA: 0.22	Cimmaron	Baton Rouge	\$_____	\$_____
11762	Sage Avenue	LN/LB: 28 AA: 0.22	Cimmaron	Baton Rouge	\$_____	\$_____
11813	Sage Avenue	LN/LB: 48 AA: 0.22	Cimmaron	Baton Rouge	\$_____	\$_____
11814	Sage Avenue	LN/LB: 29 AA: 0.22	Cimmaron	Baton Rouge	\$_____	\$_____
11823	Sage Avenue	LN/LB: 47 AA: 0.22	Cimmaron	Baton Rouge	\$_____	\$_____
12266	Buckingham Avenue	LN/LB:879 AA: 0.39	Sherwood Forest	Baton Rouge	\$_____	\$_____
12575	Greenwell Springs Road	LN/LB:6 AA: 2.73	Greenwell Acres	Baton Rouge	\$_____	\$_____
12629	Greenwell Springs Road	LN/LB:8 AA: 3.7	Greenwell Acres	Baton Rouge	\$_____	\$_____
SITE GROUP 5 TOTAL (19 SITES)						\$_____

PRICE SHEET

SITE GROUP 6

Lot location and additional information available at <https://city.brla.gov/gis/propertylookup.asp>

Contractors may bid on any one or all of the Site Groups. To be considered for Site Group award, all items within a Site Group must be quoted; Site Group will be awarded on the basis of low total for each Site Group. An item with a blank or N/A will not be considered and may cause bid to be deemed non-responsive. If intention is No Charge, please write "No Charge" in the Monthly Per Cut Price column. If intention is No Bid, please write "No Bid" in the Monthly Per Cut Price column. Annual Price = Monthly Price Per Cut x 12

STREET NO.	STREET NAME	LOT NUMBER/BLOCK (LN/LB) APPROXIMATE ACREAGE (AA)	SUBDIVISION	LOCATION	MONTHLY PRICE PER CUT	ANNUAL PRICE
17240	Tiger Bend Road	Location: Property Lot A-X-1 Cont. 2.110 Acres Resub. of Lot A-X of The Velma Elaine Denham Pressler Property Located In Secs 34 & 62, T7S, R2E. 1999. Map. AA: 2.04	N/A		\$_____	\$_____
2144	Hoyt Drive	LN/LB:51 AA: 0.22	O'Neal Place	Baton Rouge	\$_____	\$_____
2412	Honeysuckle Ave	LN/LB:16/18 AA: 0.13	Hundred Oaks Park	Baton Rouge	\$_____	\$_____
250	Stoney Creek Avenue	LN/LB:257 AA:0.18	Highland Creek	Baton Rouge	\$_____	\$_____
316	Stoney Creek Avenue	LN/LB: 260-A AA: 0.11	Highland Creek	Baton Rouge	\$_____	\$_____
2677	Palmer Lane	LN/LB: 3-B-1-A AA:3.19	Thompson Campsites	Baton Rouge	\$_____	\$_____
2953	South Vernon Road	LN/LB: LOT A-5-B, Cont 1.925 Acres, Resub of Tract A-5 AA:3.85	North Zachary Farms West	Zachary	\$_____	\$_____
3524	Robert Street	LN/LB: 20 AA:0.23	Singing Hills	Zachary	\$_____	\$_____
3536	Robert Street	LN/LB:21 AA:0.23	Singing Hills	Zachary	\$_____	\$_____
3635	Greenway Drive	LN/LB: 26 AA:0.45	Greenway Place	Baton Rouge	\$_____	\$_____
3640	Donaldson Drive	LN/LB:8 AA:0.37	Greenwell Terrace	Baton Rouge	\$_____	\$_____

PRICE SHEET

SITE GROUP 6

Lot location and additional information available at <https://city.brla.gov/gis/propertylookup.asp>

Contractors may bid on any one or all of the Site Groups. To be considered for Site Group award, all items within a Site Group must be quoted; Site Group will be awarded on the basis of low total for each Site Group. An item with a blank or N/A will not be considered and may cause bid to be deemed non-responsive. If intention is No Charge, please write "No Charge" in the Monthly Per Cut Price column. If intention is No Bid, please write "No Bid" in the Monthly Per Cut Price column. Annual Price = Monthly Price Per Cut x 12

STREET NO.	STREET NAME	LOT NUMBER/BLOCK (LN/LB) APPROXIMATE ACREAGE (AA)	SUBDIVISION	LOCATION	MONTHLY PRICE PER CUT	ANNUAL PRICE
3650	Donaldson Drive	LN/LB:9 AA:0.37	Greenwell Terrace	Baton Rouge	\$_____	\$_____
3665	Lone Oak Drive	LN/LB:15 AA:0.38	Lone Oak	Baton Rouge	\$_____	\$_____
3777	Lone Oak Drive	LN/LB:39 AA:0.3	Greenwell Terrace	Baton Rouge	\$_____	\$_____
3911	Chelsea Drive	LN/LB: 65 A: 0.36	Westminster Place	Baton Rouge	\$_____	\$_____
3920	Chelsea Drive	LN/LB:56 AA: 0.26	Westminster Place	Baton Rouge	\$_____	\$_____
3931	Chelsea Drive	LN/LB: 60 AA:0.34	Westminster Place	Baton Rouge	\$_____	\$_____
3935	Drusilla Drive	LN/LB:41 AA: 0.46	Westminster Place	Baton Rouge	\$_____	\$_____
3939	Strand Drive	LN/LB:67 AA: 0.45	Westminster Place	Baton Rouge	\$_____	\$_____
3954	Chelsea Drive	LN/LB:53 AA:0.42	Westminster Place	Baton Rouge	\$_____	\$_____
4155	Strand Drive	LN/LB:75 AA:0.6	Westminster Place	Baton Rouge	\$_____	\$_____
16601	Stephanie Avenue	LN/LB: 7 AA: .21	Stevendale Estates	Baton Rouge	\$_____	\$_____
SITE GROUP 6 TOTAL (22 SITES)						\$_____

PRICE SHEET

SITE GROUP 7

Lot location and additional information available at <https://city.brla.gov/gis/propertylookup.asp>

Contractors may bid on any one or all of the Site Groups. To be considered for Site Group award, all items within a Site Group must be quoted; Site Group will be awarded on the basis of low total for each Site Group. An item with a blank or N/A will not be considered and may cause bid to be deemed non-responsive. If intention is No Charge, please write "No Charge" in the Monthly Per Cut Price column. If intention is No Bid, please write "No Bid" in the Monthly Per Cut Price column. Annual Price = Monthly Price Per Cut x 12

STREET NO.	STREET NAME	LOT NUMBER/BLOCK (LN/LB) APPROXIMATE ACREAGE (AA)	SUBDIVISION	LOCATION	MONTHLY PRICE PER CUT	ANNUAL PRICE
4424	Sunnybrook Drive	LN/LB:W-1 AA:1.05	Sunnybrook	Baton Rouge	\$_____	\$_____
4435	Mohican Street	LN/LB:53 AA:0.16	West Fairwoods	Baton Rouge	\$_____	\$_____
4530	Sunnybrook Drive	LN/LB:V AA:0.67	Sunnybrook	Baton Rouge	\$_____	\$_____
4546	Sunnybrook Drive	LN/LB:U AA:0.69	Sunnybrook	Baton Rouge	\$_____	\$_____
4555	Sunnybrook Drive	LN/LB: P AA:0.82	Sunnybrook	Baton Rouge	\$_____	\$_____
4635	Elmwood Drive	LN/LB:79 AA:0.66	Sunnybrook	Baton Rouge	\$_____	\$_____
4645	Sunnybrook Drive	LN/LB:45 AA:0.61	Sunnybrook	Baton Rouge	\$_____	\$_____
5614	Cherryl Drive	LN/LB:B-1-B AA:0.07	Glenbrook	Baton Rouge	\$_____	\$_____
5624	Cherryl Drive	LN/LB: B-1-A-2 AA:0.04	Glenbrook	Baton Rouge	\$_____	\$_____
7315	Members Place	LN/LB:623 AA:0.22	Old Jefferson	Baton Rouge	\$_____	\$_____
7734	South Tiger Bend	LN/LB: C-1-B AA:5.69	Pardue, A.E. Property	Baton Rouge	\$_____	\$_____
8430	Cody Drive	LN/LB: 39-A AA:0.25	Comite Estates	Baton Rouge	\$_____	\$_____
8507	Shady Knoll Place	LN/LB: 51 AA:0.99	Winchester	Baton Rouge	\$_____	\$_____

PRICE SHEET

SITE GROUP 7 (continued)

Lot location and additional information available at <https://city.brla.gov/gis/propertylookup.asp>

Contractors may bid on any one or all of the Site Groups. To be considered for Site Group award, all items within a Site Group must be quoted; Site Group will be awarded on the basis of low total for each Site Group. An item with a blank or N/A will not be considered and may cause bid to be deemed non-responsive. If intention is No Charge, please write "No Charge" in the Monthly Per Cut Price column. If intention is No Bid, please write "No Bid" in the Monthly Per Cut Price column. Annual Price = Monthly Price Per Cut x 12

Annual Price	STREET NAME	LOT NUMBER/BLOCK (LN/LB) APPROXIMATE ACREAGE (AA)	SUBDIVISION	LOCATION	MONTHLY PRICE PER CUT	ANNUAL PRICE
8508	Shady Knoll Place	LN/LB: 44 AA: 1.02	Winchester	Baton Rouge	\$_____	\$_____
8528	Shady Knoll Place	LN/LB: 43 AA:1.01	Winchester	Baton Rouge	\$_____	\$_____
8538	Shady Knoll Place	LN/LB: 42 AA:0.99	Winchester	Baton Rouge	\$_____	\$_____
8647	Hickcock Drive	LN/LB: 16-A AA:0.22	Comite Estates	Baton Rouge	\$_____	\$_____
867	Ponderosa Drive	LN/LB: 81 AA:0.27	Sherwood Forest Oaks	Baton Rouge	\$_____	\$_____
8719	Shady Bluff Drive	LN/LB: 63 AA:0.67	Winchester	Baton Rouge	\$_____	\$_____
8812	South Vignes Road	LN/LB: A-2 AA: 1.61	Keller, Carl E Tract	Baton Rouge	\$_____	\$_____
8902	Shady Bluff Drive	LN/LB: 24 AA: 2.03	Winchester	Baton Rouge	\$_____	\$_____
9425	Horseshoe Drive	LN/LB: 39 AA:0.67	Cypress Park	Baton Rouge	\$_____	\$_____
9444	Ridgewood Drive	LN/LB: 37 AA:0.77	Sunnybrook	Baton Rouge	\$_____	\$_____
9697	N. Ridgewood Drive	LN/LB: 96 AA:0.64	Sunnybrook	Baton Rouge	\$_____	\$_____
9124	S. Tiger Bend Road	LN/LB: 14 AA: 3.63	Tall Oaks	Baton Rouge	\$_____	\$_____
SITE GROUP 7 TOTAL (25 SITES)						\$_____

PROJECT DESCRIPTION

A. SCOPE OF WORK

- The areas where work is required are primarily City-Parish Owned Lots and FEMA lots. It is the purpose of these specifications to provide for the routine mowing, maintenance and cleaning of the existing turf areas and landscape plantings at those locations. Bidder should include a copy of the ground owner operator license and commercial applicator license with bid.

B. MAINTENANCE PERIOD

- Work shall be performed on a monthly basis.

C. MAINTENANCE STANDARDS

TREES

- Basal sprouts (suckers) and weeds shall be removed from the tree bases by the Contractor, who shall exercise care to insure that the tree bark and cambium, are not damaged or injured by the process. Sprouts shall be removed by hand using pruning shears only. The use of string trimmers or lopping shears around trees is expressly forbidden. No other tree pruning shall take place as part of this contract. Contractor shall notify the City Parish Landscape Architect of the locations of any trees with damaged branches needing pruning.

SHRUB BEDS

- The Contractor shall prune shrubs only to remove damaged or unsightly growth.
- Shrub beds shall be cleared of all accumulated litter and trash and the Contractor shall remove all weeds, including roots.
- Approved list for post-emergence herbicides: Roundup Pro, Lesco-Prosecutor and Ranger Pro.

TURF AND PAVED AREAS

- Upon each visit, all turf areas shall be mowed to an appropriate height of 2 to 3 inches (2"-3") based upon weather conditions and season. All litter, trash and debris shall be collected prior to mowing, so as to avoid cutting and/or spreading such matter.
- All curbs, walks, parking areas and turf edges shall be cleanly edged by mechanical means at each mowing. The use of chemicals to perform edging is expressly forbidden under this contract. Contractor shall chemically treat weeds coming up through the concrete in all paved areas.

PROJECT DESCRIPTION (continued)

GENERAL SITE MAINTENANCE

- All planted areas shall be left neat, clean and free of clippings, debris, litter and trash. Contractor shall not blow or otherwise direct grass clippings or trimmings into roadways, parking lots, or other vehicular use areas.
- All storm and area drains grates and inlets shall be kept clear of leaves, trash and debris.
- The Contractor shall keep all paved areas free of weeds, trash, debris, mud, and silt.
- Ozone Non-Compliance Days: In the event that the Louisiana Department of Environmental Quality declares a particular date to be an official Ozone Non-Compliance Day in the Baton Rouge area, the Contractor will not be allowed to work for that date, since compliance requires limited driving and use of gasoline-powered equipment. Such dates shall be recorded and an equal number of days shall be credited to the Contractor, such days to be added to the end of the contract period.
- Contractor is responsible for general clean-up after major storms but will not be responsible beyond normal clean-up due to damages caused by hurricanes or natural disasters.

BASIS FOR AWARD

- Contractors may bid on any one or all of the Site Groups. To be considered for award, all items within a Site Category must be quoted. This contract will be awarded on the basis of low total for each site group.

VENDOR INFORMATION

KEY EMPLOYEES NAME AND EXPERIENCE

1. _____
2. _____
3. _____
4. _____
5. _____
6. _____
7. _____
8. _____
9. _____
10. _____

EQUIPMENT LIST

1. _____
2. _____
3. _____
4. _____
5. _____
6. _____
7. _____
8. _____
9. _____
10. _____

VENDOR WORK EXPERIENCE

Prospective vendors must have 3 years combined commercial experience providing services outlined in the bid and of at least the same level of complexity as the scope of services outlined in this bid. All entities should be identified below.

Name of Entity	Years of Service	Entity Contact Person Name	Entity Contact Person Telephone Number / email

**BIDDER'S ORGANIZATION
BIDDER IS:**

AN INDIVIDUAL

Individual's Name: _____

Doing business as: _____

Address: _____

Telephone No.: _____ Fax No.: _____

A PARTNERSHIP

Firm Name: _____

Address: _____

Name of person authorized to sign: _____

Title: _____

Telephone No.: _____ Fax No.: _____

A LIMITED LIABILITY COMPANY

Company Name: _____

Address: _____

Name of person authorized to sign: _____

Title: _____

Telephone No.: _____ Fax No.: _____

A CORPORATION

IF BID IS BY A CORPORATION, THE CORPORATE RESOLUTION SHOULD BE SUBMITTED WITH BID

Corporation Name: _____

Address: _____

State of Incorporation: _____

Name of person authorized to sign: _____

Title: _____

Telephone No.: _____ Fax No.: _____

IF BID IS BY A JOINT VENTURE, ALL PARTIES TO THE BID SHOULD COMPLETE THIS FORM

CORPORATE RESOLUTION

A meeting of the Board of Directors of _____ a corporation organized under the laws of the State of _____ and domiciled in _____ was held _____ this ____ day of _____, 20__ and was attended by a quorum of the members of the Board of Directors.

The following resolution was offered, duly seconded and after discussion was unanimously adopted by said quorum:

BE IT RESOLVED, that _____ is hereby authorized to submit proposals and execute agreements on behalf of this corporation with the City of Baton Rouge, and Parish of East Baton Rouge.

BE IT FURTHER RESOLVED, that said authorization and appointment shall remain in full force and effect, unless revoked by resolution of this Board of Directors and that said revocation will not take effect until the Purchasing Director of the Parish of East Baton Rouge, shall have been furnished a copy of said resolution, duly certified.

I, _____, hereby certify that I am the Secretary of _____, a corporation created under the laws of the State of _____ domiciled in _____; that the foregoing is a true and exact copy of a resolution adopted by a quorum of the Board of Directors of said corporation at a meeting legally called and held on the day of _____, 20____, as said resolution appears of record in the Official Minutes of the Board of Directors in my possession.

This ____ day of _____, 20____.

SECRETARY

SAMPLE AGREEMENT

THIS AGREEMENT, made and entered into at Baton Rouge, Louisiana, effective the ____ day of _____, 20__, by and between the City of Baton Rouge and Parish of East Baton Rouge (herein after called "Owner") and _____ herein after called "Contractor").

The Contractor shall perform all work required by the Contract Documents for the following services:

Annual Contract Number and Title: _____

Contract Period: _____

1. The following Contract Documents are all hereby made a part of this Agreement to the same extent as if incorporated herein in full:
 - A. Bid Documents complete with terms and conditions
 - B. The Contractor's Proposal with all attachments.
 - C. The Specifications
 - D. The following enumerated addenda: _____
2. No amendment to this Contract shall be made except upon the written consent of the parties.
3. Insurance and Indemnity requirements shall conform to those stated in the specifications.
4. Contractor shall be paid an amount based on the attached Exhibit A:
5. Right to Audit/Records Retention. The Contractor shall permit the authorized representative of the City-Parish to periodically inspect and audit all data and records of the Contractor relating to his performance under this contract. Louisiana Revised Statute 44:36 Preservation of Records states that public records shall be preserved and maintained for a period of at least (3) three years from the date on which the public record was made.
6. Payment terms for services will be Net 30 days based on the monthly invoice. Agencies will be invoiced monthly in arrears by the contractor. Advanced payments shall not be made.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement effective as of the date first written above.

WITNESS:

President

WITNESS:

**CITY OF BATON ROUGE
AND PARISH OF EAST BATON ROUGE
Owner**

By _____
Sharon Weston Broome, Mayor-

**CONTRACTOR'S NAME
Contractor**

By _____

(Typed / Printed Name)

(Typed / Printed Title)